EXHIBIT A

STATE OF NORTH CAROLINA	File No. 20 CJS 3055
GASTON County	In The General Court Of Justice ☐ District ☑ Superior Court Division
Name Of Plaintiff	
Jerry Shedd Address	. ,
1711 Warren Avenue	CIVIL SUMMONS
City, State, Zip	ALIAS AND PLURIES SUMMONS (ASSESS FEE)
Gastonia NC 28054	
VERSUS	G.S. 1A-1, Rules 3 and 4
Name Of Defendant(s)	Date Original Summons Issued
C & B Distributors, Inc.	
	Date(s) Subsequent Summons(es) Issued
To Each Of The Defendant(s) Named Below:	
Name And Address Of Defendant 1	Name And Address Of Defendent 2
C & B Distributors, Inc.	
c/o Harold G. Clemmer, Jr., President PO Box 275	
Lowell NC 28098	
You have to respond within 30 days. You may possible, and, if needed, speak with someone ilmportante! iSe ha entablado un proceso in Tiene que contestar a más tardar en 30 días.	pers are legal documents, DO NOT throw these papers out! y want to talk with a lawyer about your case as soon as e who reads English and can translate these papers! civil en su contra! Estos papeles son documentos legales. ¡Puede querer consultar con un abogado lo antes posible con alguien que lea inglés y que pueda traducir estos
A Civil Action Has Been Commenced Against You!	
You are notified to appear and answer the complaint of the plaintiff	as follows:
 Serve a copy of your written answer to the complaint upon the pserved. You may serve your answer by delivering a copy to the File the original of the written answer with the Clerk of Superior 	and the second s
·	
If you fail to answer the complaint, the plaintiff will apply to the Cour	
Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff) Gerald L. Liska Mullen Holland & Cooper P.A.	Dal Signature Dal Si
PO Box 488 Gastonia NC 28053	
Gastoma NC 20033	Deputy CSC Assistant CSC Clerk Of Superior Court
☐ ENDORSEMENT (ASSESS FEE)	Date Of Endorsement Time
This Summons was originally issued on the date indicated	Signature
above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is	
extended sixty (60) days.	Deputy CSC Assistant CSC Clerk Of Superior Court
NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION less are heard by an arbitrator before a trial. The pass, what procedure is to be followed.	programs in which most cases where the amount in controversy is \$25,000 or arties will be notified if this case is assigned for mandatory arbitration, and, if
	Over)
AOC-CV-100, Rev. 4/18 © 2018 Administrative Office of the Courts	,

STATE OF NORTH CAROLINA	File No. 70 USS 3055		
GASTON County	In The General Court Of Justice ☐ District ☑ Superior Court Division		
Name And Address Of Plaintiff 1 Jerry Shedd 2020 AUC 31 P U: 2	0		
1711 Warren Avenue Gastonia GASTON C 28054. S.C	GENERAL CIVIL ACTION COVER SHEET		
Name And Address Of Plaintiff 2	■ INITIAL FILING SUBSEQUENT FILING		
	Rule 5(b) of the General Rules of Practice for the Superior and District Courts		
VERSUS Name And Address Of Defendant 1	Name And Address Of Altorney Or Party, If Not Represented (complete for initial appearance or change of address)		
C & B Distributors, Inc.	Gerald L. Liska		
c/o Harold G. Clemmer, Jr., President	Mullen Holland & Cooper PA		
PO Box 275	PO Box 488		
Lowell NC 28098	Gastonia NC 28053 Telephone No. Geliular Telephone No.		
Summons Submitted	(704) 864-6751 ext. 146		
⊠ Yes	NC Attorney Bar No. Attorney Email Address		
Name And Address Of Defendant 2	36901 jliska@mhc-law.com		
	☑ Initial Appearance in Case ☐ Change of Address		
	Name Of Firm Fax No.		
	Mullen Holland & Cooper PA (704) 861-8394		
Summons Submitted Yes No	Counsel For All Plaintiffs All Defendants Only: (list party(les) represented)		
Charles and approximation in the control of the con	plex Litigation Stipulate to Arbitration		
TYPE OF I	PLEADING		
(check all that apply)			
Amend (AMND)	Failure To State A Claim (FASC)		
Amended Answer/Reply (AMND-Response) Amended Complaint (AMND)	Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)		
Assess Costs (COST)	Improper Venue/Division (IMVN)		
Answer/Reply (ANSW-Response) (see Note)	☐ Including Attorney's Fees (ATTY) ☐ Intervene (INTR)		
Change Venue (CHVN)	Intervene (INTR)		
☑ Complaint (COMP)	Lack Of Jurisdiction (Person) (LJPN)		
Confession Of Judgment (CNFJ)	Lack Of Jurisdiction (Subject Matter) (LJSM)		
Consent Order (CONS)	Modification Of Child Support In IV-D Actions (MSUP)		
Consolidate (CNSL)	Notice Of Dismissal With Or Without Prejudice (VOLD)		
Contempt (CNTP) Continue (CNTN)	Petition To Sue As Indigent (OTHR)		
Compel (CMPL)	☐ Rule 12 Motion In Lieu Of Answer (MDLA) ☐ Sanctions (SANC)		
Counterclaim (CTCL) Assess Court Costs	Set Aside (OTHR)		
Crossclaim (list on back) (CRSS) Assess Court Costs	Show Cause (SHOW)		
Dismiss (DISM) Assess Court Costs	Transfer (TRFR)		
Exempt/Waive Mediation (EXMD)	Third Party Complaint (list Third Party Defendants on back) (TPCL)		
Extend Statute Of Limitations, Rule 9 (ESOL)	Vacate/Modify Judgment (VCMD)		
Extend Time For Complaint (EXCO)	Withdraw As Counsel (WDCN)		
Failure To Join Necessary Party (FJNP)	Other (specify and list each separately)		

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

		CLAIMS	FOR RELIEF		
Ap Att Cla Co Co Co Co	ministrative Appeal (ADMA) pointment Of Receiver (APRC) achment/Garnishment (ATTC) aim And Delivery (CLMD) illection On Account (ACCT) indemnation (CNDM) intract (CNTR) acovery Scheduling Order (DSCH) unction (INJU)	Limited Driving Privilege - Out-Of-State Of Receiver (APRC) Convictions (PLDP) arnishment (ATTC) Medical Malpractice (MDML) livery (CLMD) Minor Settlement (MSTL) Account (ACCT) Money Owed (MNYO) I (CNDM) Regligence - Motor Vehicle (MVNG) RR Negligence - Other (NEGO) Meduling Order (DSCH) Limited Driving Privilege - Out-Of-State Convictions (PLDP) Medical Malpractice (MDML) Medical Malpractice (MDML) Medical Malpractice (MDML) Medical Malpractice (MDML) Money Owed (MNYO) Money Owed (MNYO) Money Owed (MVNG)		Records	
Asser Subst Suppl	IN G.S. 7A-308 APPLY t Right Of Access (ARAS) itution Of Trustee (Judicial Foreclosure) emental Procedures (SUPR)	(RSOT)			
PRO Motion	HAC VICE FEES APPLY To For Out-Of-State Attorney To Appear In	n NC Courts In A Civil C	or Criminal Matter (Out-Of	-State Attorney/Pro Hac Vice Fe	e)
No.	Additional Plaintiff(s)				
No.	Additional Defendant(s)	Third Party Defe	ndant(s)		Summons Submitted
					Yes No
					Yes No
					Yes No
					YesNo
Plaintiff(s	i) Against Whom Counterclaim Asserted				Yes No
Defe1	Als A solve I Many Comments				
Defendal	nt(s) Against Whom Crossclaim Asserted				

AOC-CV-751, Side Two, Rev. 3/19 © 2019 Administrative Office of the Courts

STATE OF NORTH CAROLINA	The state of the s
COUNTY OF GASTON	SUPERIOR COURT DIVISION File No. 20 CUS 2055
Jerry Shedd, Plaintiff,	0/310/1 00., 0.9.0. B/
vs.) <u>COMPLAINT</u>
C&B Distributors, Inc.,))
Defendant.	
))

NOW COMES Plaintiff Jerry Shedd, complaining of the Defendant and seeking the relief herein described, and alleges as follows:

PARTIES AND JURISDICTION

- 1. Plaintiff, Jerry Shedd, is a citizen and resident of Gaston County, North Carolina.
- 2. Upon information and C&B Distributors, Inc. ("C&B Distributors") is a North Carolina for-profit domestic corporation with a principal office located in Lowell, North Carolina, which regularly conducts business in Gaston County, North Carolina and maintains substantial contacts in and throughout the State of North Carolina.
- 3. Upon information and belief, C&B Distributors employs over 15 people.
- 4. Upon Information and belief, C&B Distributors employs over 50 people.
- 5. A substantial part of the event herein complained of occurred within Gaston County, North Carolina. All parties are subject to the jurisdiction of the courts of North Carolina, and Gaston County is the proper venue pursuant to 29 U.S.C. 28 and 29 U.S.C. 2617 as well as N.C.G.S. 1-75.4 and N.C.G.S. 1-77.

- 6. This case arises as a result of the Defendant's willful and intentional discrimination against Plaintiff in contravention of the Family Medical Leave Act and 29 U.S.C. 28 ("FMLA" and the public policy of North Carolina.
- 7. Defendant is subject to the FMLA.

<u>FACTS</u> (Applicable to All Claims)

- 8. Plaintiff is 75 years old.
- 9. Plaintiff was employed by Defendant for over 37 years.
- 10. Plaintiff's duties included driving to different locations of Defendant and collecting cash deposits and taking those deposits to the bank.
- 11. Plaintiff started his route between four and six am each morning.
- 12. When Plaintiff was done with his route, he would work at other businesses locations owned and operated by Defendant. This included fixing washers and dryers at a laundromat, working on a car wash, fixing plumbing at all locations and performing carpentry at apartments owned by Defendant.
- 13. Additional duties of Plaintiff were to perform maintenance at gas stations, laundry mats, and other businesses owned or operated by Defendant.
- 14. On or around November 23, 2016, Plaintiff was admitted to the hospital for vascular reasons and was written out of work by his treating physician.
- 15. Defendant was aware of Plaintiff's medical condition and that Plaintiff would be out of work for vascular reasons. Upon information and belief, Defendant received a copy of Plaintiff's medical note indicating he would be out of work.

- 16. Defendant did not notify Plaintiff of his rights under the Family Medical Leave Act as required by law.
- 17. Before November 23, 2016, Plaintiff was paid \$676 per week.
- 18. Plaintiff worked seven days a week, and worked close to 65 hours between Monday through Friday, and worked an additional nine hours between Saturday and Sunday.
- 19. Plaintiff received one week of vacation each year before November 23, 2016.
- 20. Plaintiff had health insurance provided by Defendant until Plaintiff turned 62 years old.
- 21. Once Plaintiff began receiving Medicare, Defendant stopped providing health insurance to Plaintiff.
- 22. Plaintiff was released to return to work on December 19, 2016.
- 23. Upon returning to work, Defendant removed Plaintiff from salary and began paying him hourly without Plaintiff's consent.
- 24. Plaintiff continued to receive his salary while written out of work from November 23, 2016 through December 19, 2016.
- 25. Plaintiff returned to work with Defendant after December 19, 2016, but was working in the warehouse and making deliveries of groceries to the stores owned and operated by Defendant.
- 26. On or around February 9, 2017 Plaintiff stopped receiving his salary and was paid hourly.
- 27. Plaintiff was told he could not return to his prior job because someone else had been hired for that position while Plaintiff had been written out of work and before any applicable FMLA leave would have expired..
- 28. Defendant willfully did not allow Plaintiff to return to his pre-disability position.

{M0277506.1}

- 29. Defendant intentionally hired someone to fill Plaintiff's job while knowing Plaintiff's job was to be protected pursuant to the FMLA.
- 30. During April of 2017, Plaintiff's hours were decreased to as low as eight hours per week.
- 31. Plaintiff was provided a cell phone from Defendant, and was expected to be on call to drive Defendant's owner, Harold Clemmer, when needed.
- 32. Plaintiff drove Mr. Clemmer on several occasions outside of his routine job duties. Mr. Shedd was required to be on stand bye to drive Mr. Clemmer on a daily basis.
- 33. In August of 2017, Defendant notified Plaintiff that he would be called for additional work if needed.
- 34. Plaintiff did not receive a call from anyone at Defendants after August 31, 2016, though Defendant still provided Plaintiff a cell phone to be contacted at.
- 35. Plaintiff believes he was effectively terminated in September of 2017.
- 36. Plaintiff was terminated based on his age and his prior medical conditions.
- 37. Plaintiff was able to adequately perform the job he performed prior to November 23, 2016.
- 38. Plaintiff was able to perform his job assignments given to him after November 23, 2016.
- 39. Plaintiff's hours and eventual termination were not due to any performance issues, but Plaintiff instead was terminated based on his age, prior medical issues, and suspected disability.

FIRST CLAIM FOR RELIEF

(Willful Violation of the Family Medical Leave Act, 29 U.S.C. 28)

40. Plaintiff re-alleges all matters not inconsistent herewith, as previously set forth herein.

- 41. Defendant first violated the Family Medical Leave Act by failing to return Plaintiff to prior position after returning to work from medical leave.
- 42. Defendant next reduced Plaintiff's hours in April of 2017, unjustifiably basing the reduction on the fact that there was a decrease in business while not reducing the hours of other employers.
- 43. Defendant, in September 2017 terminated Plaintiff based on his prior medical condition and being written out of work from November 23, 2016 through January 2017.
- 44. Defendant's act of terminating Plaintiff is in direct violation of the protections afforded by the Family Medical Leave Act.
- 45. As a result of Defendant's conduct, Plaintiff suffered damages in excess of \$25,000.

SECOND CLAIM FOR RELIEF

(Discharge in Violation of N.C. Gen. Stat. § 143-422.2)

- 46. Plaintiff re-alleges all matters not inconsistent herewith, as previously set forth herein.
- 47. At the time of his termination, Plaintiff was able to perform the duties of his job prior to November 23, 2016.
- 48. At the time of his termination, Plaintiff was able to perform all job duties assigned him and not have any performance issues.
- 49. Defendant unjustifiably and intentionally terminated Plaintiff based on his age and alleged disability or handicap in violation of N.C. Gen. Stat. § 143-422.2.
- 50. As a result of Defendant's conduct, Plaintiff suffered damages in excess of \$25,000.

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WHEREFORE, Plaintiffs pray this Honorable Court as follows:

- 1. That Plaintiffs have and recover damages from Defendant an amount in excess of \$25,000;
- 2. That Plaintiff recover liquidated damages, back pay, front pay, punitive damages and attorney's fees from Defendant pursuant to the Family Medical Leave Act (29 U.S.C. 28
- 3. That Plaintiff recover liquidated damages, back pay, front pay, punitive damages and attorney's fees from Defendant pursuant to N.C. Gen. Stat. § 143-422.2.
- 4. That all issues be tried by jury;
- 5. That the costs of this action be taxed against Defendant; and
- 6. That Plaintiffs recover any other relief this Court deems just and proper.

This the 31st day of August 2020.

Gerald L. Liska

N.C. State Bar No. 36901

MULLEN HOLLAND & COOPER P.A.

Attorneys for Plaintiffs 301 South York Street

Post Office Box 488

Gastonia, North Carolina 28053-0488

Telephone: 704.864.6751

Facsimile: 704.861.8394

VERIFICATION

STATE OF NORTH CAROLINA COUNTY OF GASTON COUNTY

Jerry Shedd, swears under oath that the facts, information and documents, set forth in the attached Complaint against C&B Distributors, Inc. are true, and correct to the best of my personal knowledge except for those matters therein stated upon information and belief, and as to those matters, believes the to be true.

Name:

This the 31 st day of august

Notary Public

My Commission expires: 4

NOTARY THE COMMISSION EXPIRES

WILLIAM ON COUNTRINGS

ON COUNTRING

Gastor County Clerk of Superior Court CIVIL RECEIPTING

as of 11/5/2019

	DAN ANCO
CAP FLAG (Y) (N)	FILENUMBER(S) 20055
TRANSCRIPT 21440 \$10.00 SUPPLEMENTALPROCEEDING21400 \$30.00 CONFESSION OF JUDG 21400 \$25.00 RESUMPTION 21400 \$10.00 EXEMPLIFIED COPY 21400 \$10.00 VSA/PATERNITY 21400 \$6.00 WRIT OF POSSESSION 21400 \$25.00 (NON-MONEY) REGISTRATIONS 21400 \$ LISP W/CIVIL FILING 21400 \$ ASSIGNMENT 21400 \$ RESTORATION FIREARM RTS 21400 \$200.00	PAYOR Shedd, Jery (PARTY TO CASE FILING; MINOR'S NAME; ETC) PAYEE Mulen Holand & COPER PA (PD BY—CTT) INTERESTED PARTY; INS CO; ETC) COMPLAINT/COUNTERCLAIM/CROSSCLAIM/ THIRD PARTY COMPLAINT/APPEAL SUPERIOR CVSC \$200.00
CLAIM OF LIEN 21435 \$ _LIS PENDENS 21435 \$ _WRIT OF EXECUTION 21430 \$25.00 WRIT OF POSSESSION 21430 \$25.00	DISTRICT CVDC \$150.00 SMALL CLAIMS CVMC \$96.00 DIVORCE CDDC \$75.00 MAG. APPEAL CVAC \$146.00
ACILITY FEE _SUPERIOR	TRANSFER OF JURISDICTION WITHIN SAME COUNTY SUPERIOR 21120 \$50.00 DIST. *(\$50.00-21220 & \$4.00-22220) *\$54.00
RENT IN ARREARS 26210 \$ RENT PAYMENTS 26220 \$	NOTICE OF HEARING 21450 \$20.00
JUDGMENT PAYMENT 26115 \$ _FULL PARTIAL	A&P/ENDORSEMENT 21455 \$ SHERIFF FEES 22515 \$
	#OF DEFENDANTS
EARNEST MONEY 26600 *\$ *PLUS REGISTRATION 21400 \$ CLAIM OF LIEN BOND 26600 \$	BUSINESS COURT 21122 \$1,100.00 OUT OF STATE ATTY 24625 *\$200.00 _*PLUS BAR FEE 24626 *\$25.00
SURPLUS FUNDS 26600 \$ IN REM FORECLOSURE 21446 \$ CONDEMNATION 26130 \$	LTD DRIVING PRIV. 24335 *\$100:00 *(PLUS DIST CT FEE)
CIVIL BOND	DATE 83 2000 RCVD BY CC
MINOR SETTLEMENT 26310 \$	TOTAL \$\frac{4}{200}